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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

LAURA SNYDER,

Plaintiffs,

v.

KAISER FOUNDATION HOSPITALS, a
California corporation, MEDTRONIC USA,
INC., an active Minnesota corporation,
PHILIPS NORTH AMERICA, LLC, an active
foreign limited liability company, COVIDIEN
HOLDINGS, INC., formerly known as
COVIDIEN, INC., an active foreign limited
liability company, COVIDIEN SALES, LLC,
an active foreign limited liability company, and
COFFEY MEDICAL, INC., an active Indiana
corporation.

Defendant.

Case No. 3:18-cv-00332-YY

**DEFENDANT PHILIPS NORTH
AMERICA, LLC'S ANSWER AND
AFFIRMATIVE DEFENSES**

DEMAND FOR JURY TRIAL

In response to Plaintiff's Complaint, Defendant Philips North America, LLC ("PNA")
hereby admits, denies, and alleges as follows:

1.

The allegations of paragraph 1 are not directed at PNA and, therefore, no response is required. To the extent that a response is required, PNA admits that Kaiser Foundation Hospitals is a California corporation. PNA is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 1 and therefore denies the same on information and belief.

2.

The allegations of paragraph 2 are not directed at PNA and, therefore, no response is required. To the extent that a response is required, PNA admits that Medtronic USA, Inc., is a Minnesota corporation with its principal place of business in Minnesota. PNA is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 2 and therefore denies the same on information and belief.

3.

The allegations of paragraph 3 are not directed at PNA and, therefore, no response is required. To the extent that a response is required, PNA admits that Covidien Holdings, Inc. is a Delaware corporation with its principal place of business in Massachusetts. PNA is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 3 and therefore denies the same on information and belief.

4.

The allegations of paragraph 4 are not directed at PNA and, therefore, no response is required. To the extent that a response is required, PNA admits that Covidien Sales, LLC, is a Delaware limited liability company with its principal place of business in Massachusetts. PNA is

without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 4 and therefore denies the same on information and belief.

5.

In response to paragraph 5 of Plaintiff's Complaint, PNA admits that it is a Delaware limited liability company, that its principal place of business is in Massachusetts, and that it conducts business, including the sale and distribution of medical devices, in Oregon.

6.

The allegations of paragraph 6 are not directed at PNA and, therefore, no response is required. To the extent that a response is required, PNA admits that Coffey Medical, Inc. is an Indiana corporation with its principal place of business in Indiana. PNA is without sufficient knowledge or information to admit or deny the remaining allegations of paragraph 6 and therefore denies the same on information and belief.

7.

PNA is without sufficient knowledge or information to admit or deny the allegations of paragraph 7 and therefore denies the same on information and belief.

8.

PNA is without sufficient knowledge or information to admit or deny the allegations of paragraph 8 and therefore denies the same on information and belief.

9.

PNA is without sufficient knowledge or information to admit or deny the allegations of paragraph 9 and therefore denies the same on information and belief.

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10.

PNA denies the allegations of paragraph 10 of Plaintiff's Complaint, including all subparts.

11.

PNA denies the allegations of paragraph 11 of Plaintiff's Complaint, including all subparts.

12.

The allegations of paragraph 12 are not directed at PNA and, therefore, no response is required. To the extent that a response is required, PNA is without sufficient knowledge or information to admit or deny the allegations of paragraph 12 and therefore denies the same on information and belief.

13.

PNA denies the allegations of paragraph 13 of Plaintiff's Complaint.

14.

PNA is without sufficient knowledge or information to admit or deny Plaintiff's allegations regarding Plaintiff's alleged medical treatment and bills and therefore denies the same on information and belief.

15.

Except as expressly admitted, PNA denies each and every allegation of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

By way of further answer to Plaintiff's Complaint, PNA asserts the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim For Relief)

16.

Plaintiff's Complaint, in whole or in part, fails to state a claim for relief.

SECOND AFFIRMATIVE DEFENSE

(Statute of Repose)

17.

Plaintiff's claims are barred by the statute of repose pursuant to ORS 30.905.

THIRD AFFIRMATIVE DEFENSE

(Statute of Limitations)

18.

Plaintiff's claims are barred by the applicable statutes of limitations.

FOURTH AFFIRMATIVE DEFENSE

(Comparative Negligence)

19.

Plaintiff's recovery is barred or, in the alternative, should be reduced by reason of Plaintiff's negligence and/or the negligence of third persons.

FIFTH AFFIRMATIVE DEFENSE

(Fault of Others)

20.

Plaintiff's alleged injuries and damages were caused, in whole or in part, by acts or omissions of third parties over whom PNA had no control.

SIXTH AFFIRMATIVE DEFENSE

(Product Alteration and Modification)

21.

To the extent that Plaintiff's allegations have any merit, such condition arose, and any resulting injury was caused by, misuse, modification, alteration and/or improper maintenance of the product by others.

SEVENTH AFFIRMATIVE DEFENSE

(Misuse)

22.

Plaintiff's alleged injuries and damages were caused by misuse and/or abnormal use of the product.

EIGHTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

23.

Plaintiff is barred from recovering some or all of the alleged damages she seeks in the Complaint by virtue of her failure to take reasonable, necessary, appropriate and feasible steps to mitigate her alleged damages.

NINTH AFFIRMATIVE DEFENSE

(Several Liability)

24.

PNA denies any liability to Plaintiff. However, if PNA is liable at all, PNA's liability is several only. PNA is not liable or responsible for the fault of any other party against whom recovery is sought, or for the fault of any person with whom Plaintiff has or will settle.

TENTH AFFIRMATIVE DEFENSE

(Reservation of Affirmative Defenses)

25.

PNA does not knowingly nor intentionally waive any applicable affirmative defenses. PNA reserves the right to assert additional defenses that it may discover in the course of discovery and investigation of this matter and to which PNA may be entitled under the law, including case law, statutes and rules, of the jurisdictions whose law may be found to apply to the claims asserted.

WHEREFORE, PNA prays for judgment as follows:

1. That Plaintiff's Complaint be dismissed and that judgment be awarded in favor of PNA against Plaintiff;
2. That PNA be awarded its reasonable costs and expenses incurred in this action, to the extent allowed by law; and
3. For such further relief as the court may deem just and equitable.

DATED: March 1, 2018.

MB LAW GROUP, LLP

s/ Michael A. Yoshida
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